

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="radio"/>		RATING	PAGE OF pages
2. CONTRACT NO.	3. SOLICITATION NO. 00-R3JC-008	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/20/00	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Department Of Labor/ETA Office of Job Corps, Rm. 6T95 61 Forsyth Street, SW, Atlanta, GA 30303		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION					
9. Sealed offers in original and <u>See Sec M</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SAME AS ITEM 7 ABOVE until 2:00PM local time 9/05/00 (Hour) (Date)					
CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION <input checked="" type="radio"/>		A. NAME Yolanda Tatnall/D.E. Scott		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404)562-2372	

11. TABLE OF CONTENTS							
(T)	SEC.	DESCRIPTION	PAGE(S)	(T)	SEC.	DESCRIPTION	PAGE(S)
PART I -- THE SCHEDULE				PART II -- CONTRACT CLAUSES			
x	A	SOLICITATION/CONTRACT FORM	A1-2	x	I	CONTRACT CLAUSES	I1-3
x	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B1-2	x	PART III -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/SPECS./WORK STATEMENT	C1-20	x	J	LIST OF ATTACHMENTS	J1-20
	D	PACKAGING AND MARKING	D1				
	E	INSPECTION AND ACCEPTANCE	E1-2	x	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K1-8
x	F	DELIVERIES OR PERFORMANCE	F1				
x	G	CONTRACT ADMINISTRATION DATA	G1-6	x	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L1-2
x	H	SPECIAL CONTRACT REQUIREMENTS	H1-13	x	M	EVALUATION FACTORS FOR AWARD	M1-12

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOW IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or Print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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Section B - Supplies or Services and Prices/costs

U.S. DEPARTMENT OF LABOR CONTINUATION SHEET- REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES <i>(Columns 5,6,7 and 8 not required on this form)</i>			1. REQUISITION NO. 00-R3JC-005 <i>(Insert Preprinted number from first page)</i>		2. BUREAU Job Corps	
			3. PAGE NO. 1 OF 1		4. DATE JUNE 5, 2000	
9. ITEM NO.	10. STOCK NO.	11. DESCRIPTION OF ARTICLES OR SERVICES <i>(Double space between items)</i>	12. QUAN- TITY	13. UNIT OF ISSUE	14. UNIT PRICE	15. AMOUNT
		<p>The contractor will provide Outreach, Admissions and Placement services for Region III Job Corps in the State of Georgia.</p> <p>The Outreach Admissions services shall ensure the arrival of 200 Youth annually:</p> <p>Male Residents - 20 Male Non-Residents - 30 Female Residents - 130 Female Non-Residents - 20 Total Arrivals - 200</p> <p>Placement services shall be for a minimum of 1,658 youth in the state of Georgia. The contractor will ensure the Placement of students returning to the State of Georgia into employment, school or military.</p> <p>It is anticipated that the resultant contract will cover the period from January 1, 2001 to December 31, 2001, plus four unilateral renewal options for one year each.</p> <p>OUTREACH/ADMISSIONS</p> <p>Base Year Cost 1st Opt. Yr. Cost 2nd Opt. Yr. Cost 3rd Opt. Yr. Cost 4th Opt. Yr. Cost</p> <p>PLACEMENT</p> <p>Base Year Cost 1st Opt. Yr. Cost 2nd Opt. Yr. Cost 3rd Opt. Yr. Cost 4th Opt Yr. Cost</p>				

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Section A - Solicitation, Offer and Award	A-1
Section B - Supplies or Services and Prices/costs	B-1
Section C - The Schedule	C-1
Item I - Statement of Work	C-1
A. General	C-1
1. Background Information on Job Corps Programs	C-1
2. Objective	C-1
3. Governing Regulations, Handbooks	C-2
B. Detailed Requirements	C-2
1. Outreach and Screening	C-2
a. Outreach Responsibilities	C-2
b. Admissions Responsibilities	C-3
c. Determination of Eligibility	C-3
d. Arrival Responsibilities	C-7
e. Assignment Procedures	C-7
f. Outreach/Admissions Performance Standards	C-9
g. Automated Data Processing	C-9
2. Placement	C-9
a. Definition of Placement	C-9
b. Detailed Requirements	C-11
c. Placement Performance Goals and Objectives	C-14
d. Placement Service Area	C-14
e. Repayment of Costs Associated with Invalid Placements	C-14
3. Publicity	C-15
4. Transition	C-15
(1) Phase In	C-15
(2) Phase Out	C-16
5. Admission Counselor and Placement Specialist Attendance at Regional Conferences ..	C-16
C. Administration	C-16
1. Management	C-16
2. Personnel Administration	C-18
3. Staff Training (Ref: Partners in Placement Training Session)	C-19
4. Financial Management	C-20
5. Office Space and Equipment	C-20
Section D - Packaging and Marking.	D-1
Section E - Inspection and Acceptance.	E-1
1. Identity and Authority of the Government Authorized Representative.	E-1
2. Inspection of Services – Cost Reimbursement	E-1
Section F - Deliveries or Performance	F-1
Period of Performance	F-1
Input Schedule	F-1

Section G - Contract Administration Data	G-1
Item I. Funding and Financial Administration	G-1
A. Estimated Cost and Fixed Fee	G-1
B. Summary of Funds Available	G-1
C. Payment and Payment Due Date	G-2
D. Limitation on Withholding of Payments	G-3
E. Invoice Requirements	G-4
ITEM II. Option to Extend	G-4
A. Option	G-4
B. Non-Option Extension	G-5
C. Contract Terms and Conditions for Options	G-6
D. Request for Change In Option Price	G-6
ITEM III. Interpretation or Modifications	G-6
ITEM IV Special Promotion/Publicity.	G-7
ITEM V Special Travel/Training.	G-7
Section H. Special Contract Requirements	H-1
ITEM I. Contractor's General Research Costs	H-1
ITEM II. Payment of Royalties	H-1
ITEM III. Duplication of Effort	H-1
ITEM IV. Other Contractors	H-1
ITEM V. Travel and per Diem	H-1
ITEM VI. Wage Comparability	H-1
ITEM VII. Service Contract Act of 1965, as Amended	H-2
ITEM VIII Compliance with Copeland Regulations	H-2
ITEM IX. Withholding	H-2
ITEM X. Religious and Political Activity	H-3
ITEM XI. Restrictions on Contractor's Legislative Influence Activity	H-3
ITEM XII. Contract Identification Number	H-3
ITEM XIII. Submission of Correspondence	H-3
ITEM XIV. Authorization and Consent for Use of Patent	H-3
ITEM XV. Patent Rights	H-3
ITEM XVI. Elimination of Sexist Language and Artwork	H-4
ITEM XVII. Titles to Studies	H-5
ITEM XVIII. Printing and Duplicating	H-5
ITEM XIX. Disposition of Data and Copyrights	H-6
ITEM XX. Disposition of Material	H-7
ITEM XXI. Consultants	H-7
ITEM XXII. Close-out Package	H-8
ITEM XXIII. Register of Wage Determination under the Service Contract Act	H-8
PART II. CONTRACT CLAUSES	I-1
Section I. Contract Clauses	I-1
I.1 - 52.252-2 Clauses Incorporated by Reference	I-1
I.2 - 52.215-19 Notification of Ownership Changes (Oct 1997)	I-3
I.3 52.223-13 Certification of Toxic Chemical Release Reporting	I-3
Part III. List of Documents, Exhibits and Other Attachments	J-1

Section J. List of Exhibits/Attachments	J-1
1 Contract Pricing Proposal Cover Sheet	J-2
2 Cost and Price Analysis Summary.	J-3
3 Certificate of Current Cost or Pricing Data	J-8
4 Statement of Financial Capability	J-9
5 Statement of Financial Display by Year, ETA 2110 Format	J-11
6 Past Experience Confirmation Questionnaire	J-12
7 New Contractor Relevant/Transferrable Experience Matrix	J-16
8 Wage Determination	J-17
9 Geographical Assignment Plan	J-18
 Part IV. Representations and Instructions	 K-1
 Section K. Representations, Certifications and Other Statements of Offerors or Quoters	

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Section C - The Schedule

Item I - Statement of Work

A. General

1. Background Information on Job Corps Programs

The Job Corps program is a training program for disadvantaged youth ages 16-24 at time of enrollment. It is primarily residential with some non-residential components. The program was established in 1964; current authorization for the programs Title I, Chapter 6, Subtitle C of the Workforce Investment Act of 1988.

The typical youth served by the Job Corps is an 18 year old high school dropout who reads at the elementary school level, comes from an economically disadvantaged family, and has been unemployed for many weeks or has never had a job. Most live in disruptive environments that require the use of residential centers for a successful training program. The Job Corps program provides educational and vocational training, work experience, counseling, health care, and other support services. Students receive an allowance while at the center to take care of their needs and may be eligible for a readjustment lump sum payment and placement bonuses if they complete a program or remain in the program for at least 210 days. They also receive a cash clothing allowance.

The aim of the program is to help youth become responsible adults, prepare for and obtain a suitable job, return to school, take additional vocational training, or satisfy Armed Forces' entrance requirements. Job Corps training should enable the youth to become self-sufficient members of society and contribute to the community as taxpayers and good citizens.

2. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps admissions and/or placement program as set forth in Title I, Chapter 6, Subtitle C of the Workforce Investment Act. The basic purpose of Job Corps outreach and admissions program is to provide a comprehensive approach to insure that sufficient numbers of disadvantaged youth ages 16 through 24 are enrolled in the targeted Job Corps Centers.

The basic purpose of the Job Corps placement program is to insure that necessary services and activities are provided or arranged to insure that all students leaving the Job Corps program are placed in a job, the military or provided additional training.

In order to enhance the provision of services, the general scope of work includes the participation of the contractor in pilot projects initiated by or through the National or Regional Offices of Job Corps. An equitable adjustment will be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor.

All disputes arising under these actions are subject to the Disputes Clause.

3. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (referenced throughout this contract as the PRH) has been developed to include all mandatory program requirements in one document. It is supplemented by Job Corps Program Instructions (JCPI) and Regional Field Instructions. The PRH is incorporated into this contract by reference. The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 638. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract.

B. Detailed Requirements

1. Outreach and Screening

Ref: 20 CFR 638.400, 638.401, 638.402 and Policy and Requirements Handbook, Chapter 1 - Outreach and Admissions, Regional Field Issuances, Job Corps Program Instructions

a. Outreach Responsibilities

The contractor will perform outreach efforts in the following manner:

(1) The contractor will develop and maintain ongoing communications with other Outreach and Admissions Agencies operating in its target area, as well as with Job Corps support service contractors and Job Corps centers. The contractor will actively recruit eligible youth in accordance with an outreach plan approved by the Government Authorized Representative (GAR).

(a) This plan will be submitted within 60 days of award of this contract. The contractor shall ensure that each admissions counselor makes weekly outreach contacts and that these contacts are recorded and evaluated. Lists of admissions counselor contact shall be available for regional review.

(b) The contractor shall ensure that each admissions counselor visits all Regional centers to which they refer significant number of applicants, at least annually. Visits should be arranged so that each of the centers is visited by some of the admissions counselors.

(2) In an effort to expand the pool of local applicants, the contractor must develop a system for follow up on all community based organizations referred by the Job Corps National or Regional Office Outreach support contractor.

(3) The contractor will coordinate outreach efforts with appropriate applicant-serving agencies available in the target areas being served to enhance program referrals. The contractor will make every effort to secure non-financial agreements with other Federal and local programs, including One Stop Career Centers, Title I, Chapter 6, Subtitle C of the Workforce Investment Act, Service Delivery Areas (SDAs), welfare agencies, and State Job Training offices. Such agreements will also be sought with schools, and social service agencies. In all instances, the contractor will be expected to have documentation regarding contacts made.

(4) The contractor will attempt to obtain free publicity by contacting media resources and providing them with copy, and arranging for guest appearances on radio and television stations. The contractor will provide paid advertising to the extent funds are available in this contract to help locate youth in need of Job Corps services.

Advertising expenditures must be approved by the Government Authorized Representative (GAR) or Contracting Officer.

b. Admissions Responsibilities

The contractor will screen applicants for acceptance into Job Corps in the following manner:

- (1) Conduct the initial admissions interview, secure all required information, complete the forms specified in Policy and Requirements Handbook, Chapter 1 -Outreach and Admissions, and assess the information collected for compliance with Job Corps eligibility requirements.
- (2) Make a determination of eligibility for each youth interviewed following the sampling methodology set forth in Chapter 1, Appendix 101 of the PRH.
- (3) Develop adequate procedures to adhere to the eligibility determination and documentation policies described in the PRH.
- (4) Secure all additional medical, mental health, behavioral, and other information as required by PRH Chapter 1.
- (5) Transmit to Job Corps Data Center (JCDC) all required information in a timely manner.
- (6) In instances where the applicant is not eligible for Job Corps, the contractor will make a referral to other appropriate agencies.

c. Determination of Eligibility

The contractor must make an initial determination of eligibility for each youth interviewed. This determination must be in accordance with Job Corps regulations and policies and must be fully documented in the youth's application folder. Maintenance of applicant records must be in accordance with Job Corps regulations and policies.

The following are the minimum eligibility requirements for Job Corps:

- (1) **Age.** At least 16 but not yet 25 years old at the time of enrollment.

For otherwise eligible handicapped persons 16 years or older, there is no upper age limit.

- (2) **Legal U.S. Resident.** Must be a United States Citizen or National, including naturalized citizens, a lawfully admitted permanent resident alien, a lawfully admitted

refugee or parolee, or other alien who has been permitted to accept permanent employment in the United States by the Attorney General or Immigration and Naturalization Service (INS); or a legal resident of the United States or of a State, including the District of Columbia, the Commonwealths of Puerto Rico and Northern Marianas, the Territories of Guam, American Samoa, the U.S. Virgin Islands, Swains Island, the Republic of the Marshall Islands and Palau, and the Federated States of Micronesia, or Canadian-born American Indians ("Jay Treaty Indians") who may pass the border and reside in the United States without regard to ordinary non-citizen procedures and are also considered legal U.S. residents.

(3) **Requires Additional Education/Training**. The applicant must be a school dropout or require additional vocational training or related support services in order to hold meaningful employment, participate successfully in regular school work, qualify for other suitable training programs or satisfy Armed Forces requirements.

(4) **Economically Disadvantaged**. Applicants must either:

(a) receive, or be a member of a family living in a single residence which receives, cash welfare payments or food stamps; or has been determined within the 6-month prior to application to be eligible to receive food stamps; or (b) be a foster child for whom state or local government payments are made, or a ward of the state or court; or (c) be a person with handicap(s) which present(s) barriers to obtaining employment and whose income meets the income criteria for an "individual" or who chooses to apply and be considered a member of a family for income purposes; or (d) have or be a member of a family living in a single residence which has received total family income which in relation to family size, does not exceed either OMB poverty guidelines or 70% of the lower living standard income level (LLSIL). Applicants who live in a single residence with family members, at least one of whom claims the applicant as a dependent, will be considered a family member supported by the family, and income of all family members will be included in computing family income.

An "individual" designation is reserved for those applicants who live alone, or who live with unrelated individuals, or who live in a single residence where no family member claims them as a dependent. In these cases, only the applicant's income is considered in computing family income.

Family income is to be computed by determining and fully documenting actual annual income for the 6-month period (annualized) prior to application.

(5) **Capability and Aspirations to Participate**. To be eligible under this criterion, an applicant must have the ability and motivation necessary to complete, and secure the maximum benefits of Job Corps.

(6) **Parental Consent**. The contractor must obtain parental/guardian consent on the ETA 6-52 for all unemancipated youth who are under 18 years old and youth who have not yet reached the age of majority as defined by individual State law.

If only one parent has legal custody for the minor youth, only that parent need sign the

ETA Form 6-52; if both parents have custody, both parents must consent; but only one need sign. Consent of the second parent is assumed if no documented objection is raised.

Exemptions to the parental/guardian consent requirement are:

- (a) a youth who is considered emancipated according to applicable laws of the State;
- (b) a married youth under 18, who is said to be emancipated;
- (c) a juvenile who is without parents and has no legal guardian, who is, in some States, emancipated; and
- (d) where efforts to locate parent or guardian are unsuccessful.

(7) **Child Care**. An applicant with dependent children must have established suitable arrangements for the care of any dependent children for the proposed period of enrollment.

(8) **Behavioral Adjustment History**. The applicant must be free of behavior problems so serious that the individual could not adjust to the standards of conduct, discipline, work and training which Job Corps requires; or would prevent others from benefiting from the program or requires periodic face-to-face supervision from the court system or court-imposed financial obligations. A youth who is on probation or parole, or is under the supervision of any agency as a result of court action, may be considered eligible only if the agency having jurisdiction:

- C states that the youth has responded positively to supervision;
- C will permit the applicant to leave the local area or State while enrolled in Job Corps; and
- C will not require personal face-to-face supervision of the applicant during enrollment in Job Corps.

A person who faces a pending criminal court action must be considered ineligible, unless or until the disposition made by the court is a final adjudication, and/or the court provides written assurance that the applicant will not be required to appear in court during the period when he/she is enrolled in Job Corps.

In addition, all applicants must sign a Zero Tolerance for Violence Certification. Refusal to sign this certification will preclude entry into Job Corps.

(9) **Environment**. The applicant must be currently living in an environment characterized by: cultural deprivation; or disruptive home life; or lack of job opportunities, or other disorienting factors that substantially impair the applicant's prospects for successful participation in other programs providing needed training, education or assistance.

(10) **Health History**. The applicant must be free of any health condition (medical,

mental/emotional, dental) that represents a potentially serious hazard to the person or to others, precludes participation in the Job Corps program with a reasonable expectation of successful completion followed by employment, requires intensive or costly treatment not normally available through the Job Corps program, or requires visits to a provider for treatments as might be needed for dental braces.

A female more than three months pregnant may not be admitted to Job Corps.

For any applicant who has been hospitalized for a mental condition, there must be a 6-month lapse between the time of release from the hospital and application for enrollment into the Job Corps program unless otherwise waived by the Regional Director.

Eligibility for handicapped students will be in accordance with Chapter 1 - Outreach and Admissions and Chapter 5 - Health Services.

(11) **Selective Services Registration**. All male Job Corps students who are 18 years or older must be registered with the Selective Service, in accordance with the Military Selective Service Act-50 USC App. 453 and in accordance with Job Corps Policy and Requirements Handbook Chapter 1 - Outreach and Admissions. The contractor must inform all male applicants that, if they are not already registered, they will be automatically registered upon attaining the age of 18.

(12) **Re-enrollment**. The applicant is not eligible for readmission if one or more of the following is applicable: (1) has had one previous admission, (2) has had more than 18 months of paid Job Corps training, (3) has been out of Job Corps less than 6 months (unless waived by the regional office), and (4) has been terminated for violating a prohibited offense under Zero Tolerance for Violence policy (the nature of the offense will determine whether or not re-enrollment is available in accordance with Chapter 3 of the PRH).

d. Arrival Responsibilities

The contractor will accomplish the following in order to assure arrival, of selected applicants, at the designated Job Corps Center:

(1) Reconfirm the applicant's continued eligibility just prior to the applicant's departure for Job Corps.

(2) Provide guidance on what the applicant should bring to the center.

(3) Prepare the applicant for travel to the assigned center by providing specific information regarding transportation schedules, travel delays, assigned center, and arrangements at arrival location.

(4) Provide applicant with information on the specific center of assignment including information of vocational offerings and center rules.

(5) Assist the applicant in boarding the designated transportation vehicle and departing

for the designated Job Corps Center.

(6) Contractors will be held accountable for unused air and bus tickets. **If they are not returned in a timely manner, (30 days from scheduled date of departure) contractors will be required to reimburse the Government for the full face value of bus and air tickets.**

e. Assignment Procedures

The Regional Office of Job Corps is responsible for establishing assignment procedures and a system for providing assigned youth with transportation tickets as required. The contractor, in a manner directed by the regional office will establish a system to manage assignments, transportation, provide petty cash for meals, and coordinate readmits and medical and mental health reviews in cooperation with each of the centers.

(1) Student Arrival Requirements and Schedule

The contractor will work with the Regional Office and targeted centers to insure assigned centers maintain a capacity for all students of an average of no less than 100% and of all residential female students at an average of no less than 100%. See Section F for the specific intake numbers. However, the amounts shown are estimates only and the actual needs to meet at least a 100% capacity level for all centers may vary.

(2) Outreach/Admissions Area

(a) Residential

Youth screened for residential Job Corps Centers will come from the State of Georgia for assignment to the indicated Center(s):

(b) Nonresidential

Youth screened for nonresidential Job Corps programs will come from Georgia for assignment to the indicated Center(s):

CENTER	Residential		Non Residential	
	Male	Female	Male	Female
ATLANTA	- 0 -	130	30	20
BRUNSWICK	10	-0-	-0-	-0-
TURNER	10	-0-	-0-	-0-
TOTAL	20	130	30	20

(c) Office Locations (optional completion by R.O.)

At a minimum, Outreach and Admissions contractors should maintain offices Atlanta Georgai.

These location is a recommendation only. Offerors should assess the ability of the location to provide sufficient numbers of applicants to meet the needs of the RFP. Offerors may include alternate site(s) and include this justification in their Technical Proposal.

f. Outreach/Admissions Performance Standards

The contractor agrees to operate the Outreach/Admissions program under the program year Performance Standards that are in place at the time the contract is signed. If and when new Performance Standards are established by the Job Corps National Office (JCNO), generally effective July 1 of each year to be effective through the program year, the contractor agrees to operate under the new Performance Standards established for that contractor. If Performance Standards are not revised for a given program year, the prior year standards will remain in effect throughout the upcoming year period. However, specific instructions in this regard will be issued by the JCNO. Failure to attain 100% of National performance standards (as defined in PRH Chapter 8, Appendix 801b) will be considered negatively in future procurement decisions.

g. Automated Data Processing

The U. S. Department of Labor will supply Government Furnished Equipment (GFE) (hardware/software) necessary for collection for transmission of data. The contractor will be responsible for the following:

- C Ensuring that collection of data is accurate, current, and transmitted on a timely basis;
- C Maintaining and repairing government equipment;
- C Providing security of data and government furnished equipment;
- C Returning Government Furnished Equipment in good working order or replacing in the event of loss or damage;
- C Complying with the operation system as required in the system users manual provided to the admissions counselors.

2. Placement

The placement portion of this contract will be converted to include Career Development Services (CDSS) during the life of this contract and no later than July 1, 2001. Until that time, only placement services will be provided to students. Proposed staffing and other resources should be based on placement services only.

The initial estimate of graduates to be provided CDSS is 55% of the placement goals per annum for this contract. The initial estimate of non-graduates to be provided limited CDSS is 45% of the placement goals per annum for this contract. CDSS goals for this contract will be negotiated and set in accordance with the Region 3 CDSS plan.. An equitable adjustment to the estimated cost of this contract will be negotiated after the plan is finalized. Because of the inherent difficulties in fine tuning such a plan, subsequent adjustments to this contract may be required.

Ref: 20 CFR 638.409 and Policy and Requirements Handbook, Chapter 7 - Placement, and Chapter 4 - Student Support

a. Definition of Placement

A Job Corps initial placement is a student's entry into and verification of:

1. Paid, unsubsidized employment in:
 - a. employment which falls in one of the following categories:
 - (1) full-time employment of one or two jobs totaling 32 hours or more per week; or
 - (2) part-time employment of one or two jobs totaling 20 hours or more but less than 32 hours per week; or
 - b. an apprenticeship job recognized by the employer, industry, union, or approved by the Bureau of Apprenticeship Training or a State Apprenticeship Council where the student receives a wage; or
 - c. the Armed Forces, on active duty (full-time only; minimum of 40 hours per week). Active duty must begin within 6 months after termination. This includes initial Reserve Forces and National Guard training but does not include weekend and summer training sessions. Pre-enlistment contracts are not placements.

Every effort by placement contractors or centers with placement responsibilities must be made to place students in jobs with promising prospects for long-term employment.

All employment is considered a placement only after actual, verified completion of the hours of employment listed above during any 1 week (7 consecutive days). All placements must be in compliance with wage requirements of the Fair Labor Standards Act.

2. A combination of work and college (minimum of 6 credit hours per quarter or semester) which consists of either of the following:
 - a. College enrollment and a minimum of 10 hours work per week constitutes a part-time placement.
 - b. College enrollment and a minimum of 16 hours work per week constitutes a

full-time placement.

3. School or other training programs requiring full-time attendance as defined by the following:
 - a. High School: No less than 20 hours in class per week for an expected duration of one semester or trimester or quarter; or
 - b. Post-secondary vocational training or technical education program: no less than 20 hours in class per week for an expected duration of at least 90 calendar days; or
 - c. College: Registered for no less than 9 credit hours per quarter or semester; or
 - d. On-the-job-training or other subsidized employment: no less than 20 hours per week; or
 - e. Other training programs: No less than 20 hours in class per week for an expected duration of at least 90 calendar days.

Participation in any school or other training program is considered a placement only after actual, verified attendance or enrollment of 1 week. (In some instances a school will not be able to verify attendance but will verify enrollment).

Placement efforts must concentrate on full-time jobs related to the student's vocational training. In the event that a training-related job is not available, other full-time employment is the next priority.

b. Detailed Requirements

The contractor will be responsible for providing a variety of placement services to terminating students with the final objective being the successful "quality" placement (i.e., a training related job or full-time employment). The contractor will exert maximum effort in obtaining full-time employment, as soon after the student's termination date as possible.

The following are the placement services which are to be provided by the contractor to all terminating students assigned to the contractor by the Job Corps Regional Office or Job Corps Centers.

(1) Placement Assessment

The contractor will review all vocational/academic training, job readiness skills and work history through individual interviews and review of information provided by the Center. It is incumbent upon the contractor to determine whether any trainee is in need of supplemental job readiness skills. On the basis of this interview and review of the student's records, the contractor will analyze the trainees's potential for placement in a job, school, or the military. The contractor and the trainee will jointly develop an Placement Plan for placement. This information must be

documented in the students' files.

Based on the assessment of the trainee's potential, and the job market, the contractor will provide each trainee with techniques regarding job interviews, work ethics on the job, and job retention. Additionally, the contractor will be responsible for assisting those trainees who lack resumes in the preparing quality resumes. The contractor must also perform group guidance or group job search sessions when it is clearly demonstrated that it will be beneficial to the placement of the student.

The contractor is required to inform trainees that they may be contacted at a later date to participate in a post-placement survey conducted by an independent organization.

The contractor shall refer youth to agencies (e.g. JACS, WICS) which can provide help in areas of housing, transportation, clothing, family care, legal and medical needs to supplement their placement services, as needed until such time as this contract will encompass the full array of CDS services.

(2) Job Placement

The contractor will seek, in a proactive manner, employment opportunities in the local job market to match students skills gained through the Job Corps program. Visits will be made to employers, academic institutions, One Stop Career Centers and/or local employment services offices, and military recruiters and local employment service offices to enhance placement opportunities for returning students. Close ties must be developed with the Job Corps support agencies (e.g. Joint Action In Community Service, Inc. (JACS), Women In Community Service, Inc. (WICS)). The contractor will develop appropriate brochures and other material which will assist in job development efforts. All job development efforts will be documented for review by the Department of Labor.

A job development plan must be submitted to the Regional Office within 60 days of contract award for GAR approval. It will be an annual requirement to update the plan. It is anticipated that by that time the scope and phase-in of CDSS responsibilities will be determined.

(3) Readjustment Checks and Student Earnings Statements

The contractor will be responsible for receiving and distributing students' readjustment checks. The contractor will insure that stringent controls are maintained on student readjustment checks. All checks must be logged and kept in a locked safe or file when not being processed. Positive identification must be presented by the returning student before the check is issued and receipts must be kept on file for audit purposes. In extraordinary circumstances when the student can not come to the placement agency for their readjustment check, and the agency staff can not visit the student, the check may be mailed by certified mail, return receipt requested.

The contractor must document that reasonable efforts have been made to issue readjustment checks as per PRH Chapter 7-Placement. Checks are to be returned to the Student Pay and Allowance Management Information System (SPAMIS) Data Center, if not claimed by the student, within the time frames specified in the PRH.

(4) Continuation of Placement Services

The contractor must develop a plan for continuous placement services for all terminees. The primary purpose of such a plan is to assist those terminees whose initial placement ended during the placement service period. This includes the possibility of multiple placements. The plan must address the methodology and frequency of contact with placed terminees.

(5) Job Retention

The contractor is required to formalize a plan that will ensure maximum job retention for those terminees placed in employment. It is the Government's expectation that terminees will be placed in permanent employment. The results of the contractor's efforts will be assessed as part of a 13 week post-placement survey, conducted by an independent organization, and will also be reflected as part of their performance standards.

(6) Placement Records and Reports

Contractors are required to maintain adequate records to support all reported contract activity.

Actual placement forms and reports must be completed in accordance with Job Corps instructions as contained in the Policy and Requirements Handbook - Chapter 7. Placement Forms and reports must be submitted in the time frame required. Accurate and timely data must be entered into SPAMIS at all times. All placement data must be entered into the SPAMIS system immediately after placement and verification is completed. The target date for data entry is 30 days with a maximum of **not later than 60 days**. This will be closely monitored by the Regional Office because of the impact on students receiving bonuses and the need to collect post-program follow-up information.

The contractor shall keep records of information regarding employers and their specific employment needs. This includes a tracking system for contacting students and employers. In addition, the contractor's staff shall maintain contacts with potential employers on a regular basis to keep abreast of job openings and changes in employer needs.

Updates to students' contact information (telephone and address changes) must be entered into the SPAMIS system immediately for sharing with support contractors and placement verifiers.

Contractor adherence to these requirements will be monitored utilizing reports prepared from data input into the SPAMIS system.

Failure to comply will be a significant negative factor in future procurement decisions.

c. Placement Performance Goals and Objectives

(1) Performance Goals

The contractor agrees to operate the placement program under the program year Performance Standards that are in place at the time the contract is signed. If and when new Performance Standards are established by the Job Corps National Office (JCNO), generally effective July 1 of each year to be effective through the program year, the contractor agrees to operate under the new Performance Standards established for that contractor. If Performance Standards are not revised for a given program year, the prior year standards will remain in effect throughout the upcoming year period. However, specific instructions in this regard will be issued by the JCNO. The contractor is expected to find permanent employment, military, or a school placement for each assigned terminee. Failure to attain 100% of National performance standards (as defined in PRH Chapter 8, Appendix 801c) will be considered negatively in future procurement decisions.

(2) Placement Contractor Objectives

The Government expects, at a minimum, 1,658 students will be assigned to the contractor for placement services. The list will be provided on a monthly basis through the Job Corps Management Information System (MP 031).

Periodic assessments of actual performance as compared to standards will be conducted, and the results will be an integral part of the procurement process in judging past performance and in the decision process for exercise of option years under this contract.

d. Placement Service Area

Students returning to the state of Georgia will be provided placement and support services as noted in this contract

e. Repayment of Costs Associated with Invalid Placements

It is required that all placements claimed, and reported as such, **be truly valid placements** as defined in the Policy and Requirements Handbook (PRH), Chapter 7, and elsewhere in this contract.

By entering into this contract, the contractor agrees to repay the Government the price (cost plus profit) for invalid placements. **The price for an invalid placement will be negotiated and agreed prior to contract award.**

Further, as a result of the contractor's submitting invalid placement data to SPAMIS, the Government incurs costs associated with bonuses paid to students. Since the Government would not have otherwise incurred these bonus costs, the Contractor further agrees to

reimburse such costs as prescribed in the PRH, including:

- a. Placement bonus for students eligible for readjustment allowance (Currently \$250)
- b. Placement bonus for students not eligible for readjustment allowance (Currently \$100)
- c. Job Training Match/Military Placement bonus (Currently \$100) for students eligible for readjustment allowance.

Costs to be repaid to the Government for student bonuses will be at the amount prescribed in the PRH at the time the invalid placement occurred. It should be noted that the Job Corps bonus structure is under revision.

3. Publicity

The contractor agrees to cooperate with the Job Corps Regional Office and/or National Office to secure free use of radio, TV, newspapers, and magazines for placement of public service announcements concerning the Job Corps Program. The contractor is authorized to seek the placement of such announcement on either a free or paid basis using the Job Corps name provided that the content of any such announcements shall have been approved in advance by the Job Corps Government Authorized Representative (GAR). The contractor will also develop appropriate brochures and other materials which will assist in job development efforts.

The contractor shall submit a publicity plan to the Regional Office for GAR approval within 60 days of the award of the contract. The plan shall identify specific types of publicity activities, (e.g., radio ads, bus posters), time frames for the various activities, and proposed costs of the planned activities. The GAR will monitor the expenditure of these funds to assure that all publicity-related activities meet the requirements of program objectives.

4. Transition

(1) Phase In

Performance of services shall begin approximately 30 days after notification of award, but no earlier than noted in Section F of this contract. The contractor shall take whatever steps are necessary to ensure that the full range of services required can be performed from the first day of the performance period.

The incumbent contractor shall provide the incoming contractor with all records of pending applications, referral sources, all active students awaiting placement services, and other information necessary to initiate performance as soon as practicable after the date of award. The Government will, at the effective date of this contract, reassign placer I.D. codes for each active student awaiting placement services. The Government recognizes that when receiving the files of active students, the time frames will, in most instances, be less than 6 months for placements.

(2) Phase Out

The contractor shall, upon receipt of written direction from the Contracting Officer, negotiate in good faith a plan with a successor contractor to determine the nature and extent of phase-out services required.

At the completion of the period of performance, the contractor shall turn over to the new provider of services all folders of youth awaiting processing and assignment, a list of all referral sources, and the files and last known addresses of all active students awaiting placement services. The contractor will be expected to retain the files of all inactive students.

The contractor shall transfer all Government furnished equipment and property. In addition, the contractor shall relinquish all data files maintained for the purposes of complying with Job Corps policies and requirements.

It is Job Corps' expectation that the contractor will provide the full range of services defined through the statement of work until the contract reaches expiration. Failure to maintain such services will be reflected in the Capability and Past Effectiveness evaluation criteria for subsequent procurement actions.

5. Admission Counselor and Placement Specialist Attendance at Regional Conferences

All Admission Counselors and Placement Specialist employed on this contract may be required to attend regional conferences at least annually. Travel and per diem costs for this activity shall be chargeable to the contract.

C. Administration

1. Management (Reference: PRH, Chapter 8; 48 CFR Chapters 1 and 29)

Comprehensive Management - The contractor must have a comprehensive management program that will address, at a minimum, the following: specific goals established and communicated to staff; accountability of staff; cross training of staff to allow for program flexibility; utilization of regular staff as means to implement policy; emphasize staff input and teamwork.

(a) Corporate Support and Oversight

The contractor shall provide, from the corporate office, direction, management and administrative support to all functions and activities of the outreach, admissions and placement program, establish short and long range plans to ensure effectiveness and optimum allocation of resources, and ensure that all staff understand Job Corps contractual policies and procedures. The contractor shall establish and use internal management procedures sufficient to prevent fraud and abuse.

(b) Internal Review

The contractor shall, from the corporate office, establish adequate program

management for the purposes of continuous internal review of the performance of its program. Such reviews shall include performance in relation to the goals established pursuant to the PRH, Chapter 8 and FAR clause 52.246-5. The contractor will perform at least one comprehensive review each contract year.

(c) Reports

The contractor shall provide reports to the Government in accordance with instructions issued by the contracting officer. The contractor shall comply with reporting requirements in the regulations and in the PRH in effect as of the award date of this contract and those issued subsequent to the award date of this contract.

The contractor will establish a reports control system to ensure that all reports are submitted as required.

All studies, reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality standards of the contractor's profession and shall be suitable for dissemination and use, without substantial revisions, to the U. S. Department of Labor, other Government agencies, and the general public. Reports shall include a complete disclosure of all data relevant to the work performed; the techniques developed; the investigation made; and shall be relevant to the materials, studies and methods, and processes employed.

(d) Performance

The contractor shall establish internal goals in accordance with the PRH, Chapter 8 and provide an internal monitoring system to ensure compliance with the contract in accordance with the PRH, Chapter 8. The contractor shall maintain data on outreach, admissions and placement performance in relation to its standards. Data shall be maintained by program year.

Periodic communications will be held between the Regional Office and the contractor to evaluate such data and to determine ways to improve performance. It is the contractor's responsibility to notify the Regional Office of potential problems in meeting the standards and, if appropriate, provide written documentation as to why minimum standards have not been achieved during the assessment period.

2. Personnel Administration (Ref: PRH, Chapter 8)

The contractor shall establish a personnel management program to include a table of organization, position descriptions, hiring, promotion, and termination procedures. An affirmative action program shall be established and an internal grievance system shall be maintained to ensure timely and equitable treatment of staff concerns.

a. Contractor Personnel Standards

The contractor must establish written personnel standards. Performance standards for staff positions must include elements which call for staff members to perform at an acceptable level as members of the Job Corps team working toward common goals.

The standards must be related to their duties and including quantity and quality measures. A meaningful staff incentive plan tied to staff performance against goals is required.

b. Employment of Relatives

No one who has a relative employed under the contract may be hired or retained by the contractor, as part of the staff, without the prior written approval of the contracting officer.

c. Staff Qualifications: Outreach/Admissions Counselor

The contractor will hire staff that are qualified to act as admissions counselors with professional skills and abilities.

At a minimum, staff qualifications for the positions of Outreach/Admissions Counselors shall include a bachelor degree, or at a minimum 4 years' paid experience working with youth, or in a related field, plus sales and marketing.

d. Staff Incentive Systems: Outreach/Admissions (State Agencies Exempt)

The contractor will be responsible for developing and maintaining a system of staff incentives that will insure strong motivation among staff to recruit sufficient numbers of appropriate applicants to maintain the proper level of enrollment, as well as to exceed performance standards. The system must be one that uses cash incentives and proposes a salary and fringe benefit package that will tend to retain highly qualified and effective admission counselors. As part of this incentive system, the contractor must implement an effective means of monitoring each staff member's success in meeting both qualitative and quantitative goals.

Any changes to the Staff Incentive System must have prior Regional Office approval.

e. Staff Qualifications, Placement

The contractor will hire staff that are qualified to act as placement specialists with professional skills and abilities. At a minimum, staff qualifications for the position of Placement Specialist shall include a bachelor's degree, or at a minimum 4 years' paid experience working with youth, or in a related field.

f. Staff Incentive Systems, Placement (State Agencies Exempt)

The contractor will be responsible for developing and maintaining a system of staff incentives that will insure strong motivation among staff to place terminees at a prescribed levels and to provide all required job placement services, as well as to exceed performance standards. The system must be one that uses cash incentives and proposes a salary and fringe benefit package that will tend to retain highly qualified and effective Placements Specialists. As part of this incentive system, the contractor must implement an effective means of monitoring each staff member's success in meeting both qualitative and quantitative goals.

g. Approval of Changes to Salary Structure or Fringe Benefits

Any proposed changes in the approved salary structure ranges or in fringe benefits must be submitted to the contracting officer for approval prior to implementation of the change.

h. Full Time Equivalent (FTE) Authorized Staff

The contractor agrees that the number of FTE staff receiving compensation under this contract shall not exceed ____ FTE.

3. Staff Training

The contractor must provide staff training, in accordance with the PRH, Chapter 8, which includes, at a minimum:

- C Visit to primary center of assignment within 30 days of hire;
- C Initial orientation to the Job Corps program and its students' background;
- C Team building;
- C Marketing
- C Time Management
- C Outreach and Networking Strategies;
- C PRH Chapters 1 and 7;
- C Job Development;
- C Customer Service;
- C Interviewing techniques;
- C Public Contact
- C Self Motivation
- C Entry and retrieval of SPAMIS data
- C Interpretation and utilization of SPAMIS reports
- C Use of the electronic mail system

A record of the training completed by each staff member should be maintained in his/her personnel file. The training plan must be submitted to the Regional Office for approval prior to its implementation.

4. Financial Management (Ref: PRH, Chapter 9)

a. Financial Operation Management

The contractor shall develop and implement procedures affecting all aspects of the outreach, admissions and placement financial operations, shall administer all program financial matters, and shall establish budget and cost controls. The contractor shall ensure that all regular and special financial reports are transmitted in an accurate and timely manner.

5. Office Space and Equipment

It is the responsibility of the contractor to acquire and maintain office space to carry out the provisions of this contract. Every effort shall be made to locate space in facilities that are at no or nominal cost to the contract before arrangements are made to rent or lease real property. The order of preference is as follows:

- a. Job Corps Centers or One-stop Centers
- b. Employment Service offices
- c. State Employment Security Offices
- d. Community Agencies
- e. State or local government offices and facilities
- f. Facilities provided by non-profit or other organizations at nominal cost
- g. (Optional) specific locations may be identified by the Regional Office

When arrangements are made to lease or rent office space, prior written approval of the location and lease cost must be obtained from the GAR.

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SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

E.1 IDENTITY AND AUTHORITY OF THE GOVERNMENT AUTHORIZED REPRESENTATIVE (FAR 42.302)

- A. The authorized representative of the Contracting Officer is Mr. James Gulley, whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below. Under no circumstances is the Government Authorized Representative (GAR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.
- B. The GAR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
 2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
 3. Review and approve invoices.
 4. Review and approve contractor's project staff as may be called for on the contract.
 5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
 6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
 7. Review and approve required plans, i.e., Outreach Plan, Publicity Plan, Travel Plan, etc.
- C. All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the GAR at the contractor's offices or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

E.2 INSPECTION OF SERVICES--COST-REIMBURSEMENT (FAR 52.246-5)

- A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

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- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
 - C. The Government has the right to inspect and test all services called for by the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
 - D. If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
 - E. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default

Section F - Deliveries or Performance

F.1 Period of Performance

The contractor's efforts hereunder shall be performed in the State of Georgia during the period commencing January 1, 2001 and ending December 31, 2001, and if appropriate, will perform necessary functions related to a transition period for the month of December 2000.

F.2 Input Schedule

The following schedule indicates the anticipated needs of the Job Corps Centers in the region for arrivals in each category during each month of the contract.

Base Year One

MONTHLY	Male	Female	Totals
January	5	11	16
February	5	11	16
March	5	12	17
April	4	13	17
May	4	13	17
June	3	14	17
July	4	12	16
August	4	12	16
September	4	13	17
October	4	13	17
November	4	13	17
December	4	13	17
TOTAL	50	150	200

The Regional Office will provide the successful offeror with a Regional Geographic Assignment Plan (GAP). An example of the Gap plan is shown in Section J.

Section G - Contract Administration Data

Item I. Funding and Financial Administration

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

The Government and the contractor recognize that the estimated costs provided for in the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action will take place after the completion of the designated period and the adjustment will be applied to the total current estimated value of the contract.

A. Estimated Cost and Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost and Fixed Fee Amount

a. Outreach/Admissions \$ _____
b. Fixed Fee \$ _____

c. Total Outreach/Admissions.....\$ _____

d. Placement \$ _____
e. Fixed Fee \$ _____

f. Total Placement\$ _____

g. Total Estimated Cost\$ _____

h. Total Fixed Fee.....\$ _____

Total Amount.....\$ _____

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the Summary of Availability of Funds table below:

Outreach/Admissions \$ _____
Placement \$ _____
TOTAL \$ _____

Section G - Contract Administration Data

It is estimated that the above listed funds available will cover the period _____ through _____. The fixed fee shall be paid out of the outreach, admissions, and placement funding.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-07 "Allowable Costs and Payment," the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract.

In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.700, "Indirect Cost Rates." The negotiated indirect costs will be calculated by applying:

- C a provisional, negotiated, or proposed (whichever is lower) ceiling G&A rate of ____ percent (%) on costs, excluding G&A and Contractor's Fee, incurred for outreach/admissions and/or placement, and
- C a provisional, negotiated, or proposed (whichever is lower) ceiling overhead rate of ____ percent (%), if applicable, on total direct costs or total direct salaries and wages (check appropriate box):
 - ' including Fringe Benefits
 - ' excluding Fringe Benefits

The provisional rates will be determined by the Division of Cost Determination, Office of Procurement and Grants Management or cognizant audit agency, and shall be used for billing purposes until final rates are established unless a negotiated or proposed ceiling rate has been agreed to as shown above.

When final G&A and overhead rates are established, the total amount of G&A and overhead payable under this contract shall be determined by multiplying the final rate or ceiling rate, **whichever is lower**, by the total amount of allowable costs incurred for center operations, and/or outreach/admissions and placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract. In no event shall the reimbursement for G&A and overhead exceed:

G&A and OVERHEAD PERCENT LIMIT FOR EACH CONTRACT YEAR

Indirect Cost	Base of Allocation	CONTRACT YEAR				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Overhead	Total Direct Salaries and Wages	%	%	%	%	%

Section G - Contract Administration Data

- (check appropriate box)
- ' including Fringe Benefits
- ' excluding Fringe Benefits

G&A	Total Costs, Excluding	%	%	%	%	%
	G&A and Contractor's					
	Fee					

2. Payment Due Date

- a. Payments under this contract will be due on the thirtieth calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in Item E below.
- b. The date of the check issued in payment shall be considered to be the date payment is made.

3. Prompt Payment

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

- 1. Withholdings pursuant to any clause relating to wages or hours or employees;
- 2. Withholdings not specifically provided for by this contract; and
- 3. The recovery of overpayments.

E. Invoice Requirements

- 1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the GAR for certification and forwarding to the cognizant payment office. The invoice must be accompanied by a monthly narrative status report, the content and format to be determined by the Contracting Officer. Invoices will be submitted not more frequently than once a month on or before the tenth day of the month following completion of service. Each invoice must contain, at a minimum, the following:

Section G - Contract Administration Data

- a. Name of the business concern or agency preparing invoice;
- b. Date invoice is prepared;
- c. Contract number; and
- d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- e. Breakout of costs: Salaries, rent, supplies, transportation, communication, advertisement, fee, other.

2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract; and that the end of the month voucher is consistent with the amounts reflected on the Monthly Financial Analysis Report.

3. Standard Form 1034 shall be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, and fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fee incurred.

See Section J for contents and format of monthly reports to be followed by the contractor.

For Arrivals the contractor will:

- a. Attach a separate list of male and female arrivals (by state) in the following format:

- (1) Alphabetically arranged names (last, first, MI)
- (2) Social Security Number
- (3) Date of Arrival
- (4) Center of Arrival

b. A short monthly narrative highlighting problems and accomplishments.

c. A contractor detailed statement of achievements

d. A performance vs. Gap Report

e. A detail of costs invoices for special publicity/promotion and travel/training along with a narrative description.

4. For the purpose of this contract, the GAR is hereby designated the authorized representative for the contracting officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the contracting officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not redelegated, but is reserved for the contracting officer.

5. The Government has the right to withhold the last payment until all Government

Section G - Contract Administration Data

Furnished Equipment (GFE), including hardware and software, is returned to the Government.

ITEM II. Option to Extend (See Clauses 52.217-08 and 52.217-09)

A. Option

The Government may unilaterally extend the term of this contract by written notice to the contractor within 20 days before the contract expires provided that the Government shall give the contractor a preliminary written notice of its intent at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option provision. The Government may extend this contract's period of performance for up to four (4) years in successive one year increments. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

Estimated Cost & Fixed Fee	1st Option 2nd Contract Year	2nd Option 3rd Contract Year	3rd Option 4th Contract Year	4th Option 5th Contract Year
a. Outreach & Admissions	\$	\$	\$	\$
b. Fixed Fee	\$	\$	\$	\$
c. TOTAL Outreach & Admissions	\$	\$	\$	\$
d. Placement	\$	\$	\$	\$
e. Fixed Fee	\$	\$	\$	\$
f. TOTAL Placement	\$	\$	\$	\$
TOTAL ESTIMATED COST	\$	\$	\$	\$
TOTAL FIXED FEE	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$

Section G - Contract Administration Data

B. Non-Option Extension

Should the Government not exercise its option to extend for one of the above option years, the contractor agrees, if requested, to extend the contract for up to 120 days beyond the then scheduled completion date. An equitable adjustment for such an extension will be provided by the Government for the period of the extension in proportion to the cost per student then in effect. In accordance with the clause entitled "Limitation of Cost," the contractor shall notify the contracting officer if such funding will not be sufficient for operations during the period of the extension. The contractor shall perform the work under this paragraph pursuant to a plan for the operation of the program approved by the contracting officer. In the absence of such an approved plan, the contractor will continue to operate the program in accordance with the plans in effect at the time of the extension until written directions are issued by the contracting officer.

C. Contract Terms and Conditions for Options

The contracting officer will analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the contracting officer in the awarding of the option include the contractor's performance compared to performance standards enumerated in the PRH, and contractor's performance in terms of compliance and qualitative assessments in the area of outreach, admissions and placement.

The contracting officer will make an assessment of overall performance against performance standards resulting in an expected level of performance. The contracting officer will make an assessment of overall performance in terms of compliance and nationally established performance standards. Ratings below the established level of expected performance will result in an initial unfavorable determination in the contracting officer's consideration for exercise of an option year. A rating at or above the nationally established expected level of performance standards will result in an initial favorable option year determination.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option will not be exercised.

If the analysis of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

D. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government will exceed the estimated cost as stated in the option, the contractor shall

Section G - Contract Administration Data

notify the contracting officer in accordance with Clause 52.232-20, Limitation of Costs. If the contracting officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, will not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment will be considered.

ITEM III. Interpretation or Modifications

No oral statement of any person and no written statement of anyone other than the contracting officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the contracting officer.

ITEM IV. Special Promotion/Publicity

A promotion plan must be submitted annually detailing planned activities and estimated costs. Approval of the plan must be obtained from the contracting officer or his designee before the costs are incurred.

ITEM V. SPECIAL TRAVEL/TRAINING

A travel/training plan must be submitted annually detailing as a minimum, the following:

- a. New admission counselors will be required to visit at least one Job Corps Center within 30 days of starting their job, as part of their training plan.
- b. At a minimum, all full-time admissions counselors and appropriate management personnel will be required to attend Regional OAP Conferences as they are scheduled (approximately two per year). For planning purposes assume the conferences will be held for three days.

The offeror's estimated costs for the special promotion/publicity and travel/training plan shall be addressed separately in the Business Management Proposal for evaluation and/or negotiation prior to award of the contract. Estimated costs shall also be proposed for each option year. Base year cost shall be shown in Section B.

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Section H. Special Contract Requirements

Section H. Special Contract Requirements

ITEM I. Contractor's General Research Costs

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

ITEM II. Payment of Royalties

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer.

Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

ITEM III. Duplication of Effort

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

ITEM IV. Other Contractors

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

ITEM V. Travel and per Diem

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer. All travel charged to this contract that is outside of the 7-state region of Job Corps Region III must have prior approval of the Regional Office.

ITEM VI. Wage Comparability

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL will reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for

Section H. Special Contract Requirements

reasonableness thereof in the applicable Cost Principles (FAR 31.205-6). In general compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.

- B. As appropriate and required, the contractor will pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

ITEM VII. Service Contract Act of 1965, as Amended

- A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.
- B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include the applicable clause in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The contractor (prime contractor) is responsible for obtaining prevailing wage rates for service type subcontracts.

ITEM VII. Compliance with Copeland Regulations

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

ITEM VIII. Withholding

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

Section H. Special Contract Requirements

trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ITEM IX. Religious and Political Activity

The contractor agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees will not be assigned to conduct religious or political activities or instruction. Funds under this contract will be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any religious or political activities.

ITEM X. Restrictions on Contractor's Legislative Influence Activity

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

ITEM XI. Contract Identification Number

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

ITEM XII. Submission of Correspondence

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

ITEM XIV. Authorization and Consent for Use of Patent

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

ITEM XV. Patent Rights

A. Whenever any invention, improvement, or discovery (whether or not tenable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall

Section H. Special Contract Requirements

promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.

B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.

C. Except as otherwise authorized in writing by the Contracting Officer, the contractor will insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.

D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor, Employment and Training Administration."

ITEM XVI. Elimination of Sexist Language and Artwork

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1977 edition of the Dictionary of Occupational Titles.

* Longshore workers instead of longshoremen.

B. Avoid the use of male and female gender work forms.

Section H. Special Contract Requirements

- * Aviator to include men and women pilots, not aviatrix.

C. Include both sexes by using terms that refer to people as a whole.

- * Human beings or people instead of mankind.

D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:

- * Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
- * Recast into the plural. Most Americans spend 20 years of their lives in the work force.
- * Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.

E. Refer to both men and women in such generic terms as economist, doctor, lawyer. Identify sex through the use of pronouns.

- * The lawyer made her final summation.

F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.

- * Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

G. The use of artwork in publications should conform to the following guidelines:

1. Strive to use racially and sexually balanced designs.
2. Depict both men and women in artwork on general subject matters.
3. Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

ITEM XVII. Titles to Studies

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

Section H. Special Contract Requirements

ITEM XVIII. Printing and Duplicating

This clause is applicable to all contracts which require printing and duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing, preparation of manuscript copy and preparation of related illustrative material.

ITEM XIX. Disposition of Data and Copyrights

A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy righted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and subagreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

B. Subject to the proviso of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.

C. The contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to so do, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, nor has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

Section H. Special Contract Requirements

D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.

E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.

F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.

G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as many be approved by the Department's Contracting Officer hereunder.

J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any copyright secured by the contractor or its employees on copyrightable materials developed under this contract.

K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

ITEM XX. Disposition of Material

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the

Section H. Special Contract Requirements

property of the Government.

ITEM XXI. Consultants

Section H. Special Contract Requirements

ITEM XXIII. Register of Wage Determination under the Service Contract Act

The minimum prevailing wage determination, including fringe benefits, issued under the Service Contract Act of 1965, (41 U.S.C. 351-358), by the Administration, Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, current at the beginning of each renewal option period, shall apply to any renewal of this contract. When no such determination has been made applicable to this contract, then the current Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206) shall apply to any renewal of this contract.

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PART II. CONTRACT CLAUSES

Section I. Contract Clauses

I.1 - 52.252-2 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

II. CLAUSE TITLE

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Printing/Copying Double-Sided on Recycled Paper
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records - Negotiation
52.215-8	Order of Precedence - Uniform Contract Format
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modification
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Termination of Defined Benefit Pension Plans
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pension
52.215-19	Notification of Ownership Change
52.216-7	Allowable Cost and Payments
52.216-8	Fixed Fee
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (October 1995)
52.219-16	Liquidated Damages - Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor

Section I. Contract Clauses

52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-26	Equal Opportunity
<u>CLAUSE</u>	<u>TITLE</u>
52.222-28	Equal Opportunity Pre-award Clearance of Subcontracts
52.222-35	Affirmative Action for Disabled Veterans and Vietnam Era Veterans
52.222-36	Affirmative Action for Handicapped Workers
52.222-37	Employment Reports on Disabled Veterans and Veterans of Vietnam Era
52.223-2	Clean Air and Water
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-10	Waste Reduction Program
52.223-12	Refrigeration Equipment and Air Conditioners
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-3	Buy American Act - Supplies
52.227-1	Authorization and Consent (July 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Rights in Data
52.228-7	Insurance - Liability to Third Persons
52.228-8	Liability and Insurance - Leased Motor Vehicles
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards
52.232-9	Limitation on Withholding of Payments
52.232-17	Interest
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.232-33	Mandatory Information for Electronic Funds Transfer Payment
52.233-1	Disputes - Alternate I
52.233-3	Protest After Award - Alternate I
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Cost
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.241-15	Stop Work Order - Alternate I

Section I. Contract Clauses

52.243-2	Changes - Cost-Reimbursement - Alternate I
52.246-5	Inspection of Services- Cost-Reimbursement
52.246-25	Limitation of Liability Services
52.249-6	Termination (Cost-Reimbursement)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Motor Pool Vehicles and Related Services
52.253.1	Computer Generated Forms (January 1991)

I.2 - 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the assets records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.2 - 52.223-13 Certification of Toxic Chemical Release Reporting

As prescribed in 23.901 (a), insert the following provision:

Certification of Toxic Chemical Release Reporting (Oct 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract

Section I. Contract Clauses

imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that –

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in the sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313 (c) of EPCRA, 42 U.S.C. 11023 (c);
 - * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);
 - * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - * (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
 - * (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction

Section J. List of Exhibits/Attachments

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J. LIST OF ATTACHMENTS

NUMBER	TITLE
J-1	Contract Pricing Proposal Cover Sheet (to be submitted as the first page of the Business Management Proposal)
J-2	Cost and Price Analysis Summary
J-3	Certificate of Current Cost or Pricing Data
J-4	Statement of Financial Capability
J-5	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 9, Appendix 902)
J-6	Past Experience Confirmation Questionnaire
J-7	New Contractor Relevant/Transferrable Experience Matrix
J-8	Wage Determination for the <u>State of Georgia</u>
J-9	Geographic Assignment Plan

Section J. List of Exhibits/Attachments

ATTACHMENT J-1

		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 9000-0013	
CONTRACT PRICING PROPOSAL COVER SHEET					
2. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NUMBER	
		4. TYPE OF CONTRACT ACTION (CHECK)			
		A. NEW CONTRACT		D. LETTER CONTRACT	
		B. CHANGE ORDER		E. UNPRICED ORDER	
5. TYPE OF CONTRACT (Check) ~ FFP ~ CPFF ~ CPIF ~ CPAF ~ FPI ~ Other (Specify)		C. PRICE REVISION/REDETERMINATION		F. OTHER (Specify)	
		6. PROPOSED COST (A+B=C)			
		A. COST \$		B. PROFIT/FEE \$	
				C. TOTAL \$	
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE.					
8. List and reference the identification, quantity and total price proposed for each contract item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)					
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REFERENCE	
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If Available)					
A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE			
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," Identify) 9 YES 9 NO		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) ~ YES ~ NO		11B. TYPE OF FINANCING (Check One) ~ ADVANCE PAYMENTS ~ PROGRESS PAYMENTS ~ GUARANTEED LOANS	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) ~ YES ~ NO		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) ~ YES ~ NO			
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)					
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) ~ YES ~ NO No CAS covered contracts.		B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 OR 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) ~ YES ~ NO			
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ~ YES ~ NO		D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ~ YES ~ NO			
This proposal is submitted in response to the RFP, contract modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regarding the form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.					
15. NAME AND TITLE (Type)		16. NAME OF FIRM			
17. SIGNATURE			18. DATE OF SUBMISSION		

COST AND PRICE ANALYSIS SUMMARY		
Cost Category		1st Contract Year
1	Staff Salaries Excluding Fringe	\$
2	Fringe Benefits for Staff	\$
3	Staff Travel & Per Diem	\$
4	Consultants Costs	\$
5	Subcontract Costs	\$
6	Materials & Supplies	\$
7	Communications Costs	\$
8	All Other Direct Costs	\$
9	Total Estimated Direct Costs	\$
10	Overhead Costs (if applicable) (____%)	\$
11	General and Administrative Costs(____%)	\$
12	Total Estimated Indirect Costs (____%)	\$
13	Total Estimated Direct/Indirect Costs	\$
14	Fixed Fee	\$
15	Total Estimated Cost Including Fixed Fee	\$

Section J. List of Exhibits/Attachments

ATTACHMENT J-1 (page 2 of 4)

FRINGE BENEFITS		%	1 st Year Pay Base (a)	Fringe 1 st Year (%*a)
1	Unemployment Insurance		\$	\$
2	FICA		\$	\$
3	Worker's Compensation		\$	\$
4	Health Insurance		\$	\$
5	Dental Insurance		\$	\$
6	Life Insurance		\$	\$
7	Retirement/Pension		\$	\$
8	Other (Specify)		\$	\$
9	Total Costs of Fringe Benefits			\$
ADDITIONAL INFORMATION				\$
10	Estimated Overtime/Holiday Premium Pay			\$
11	Estimated Night Differential			\$
12	Number of Staff Paid Holidays			#
13	Estimated Total Number Staff Vacation Days			#

COST AND PRICE ANALYSIS SUMMARY					
Cost Category		1 st OY	2 nd OY	3 rd OY	4 rd OY
1	Staff Salaries Excluding Fringe	\$	\$	\$	\$
2	Fringe Benefits for Staff	\$	\$	\$	\$
3	Staff Travel & Per Diem	\$	\$	\$	\$
4	Consultants Costs	\$	\$	\$	\$
5	Subcontract Costs	\$	\$	\$	\$
6	Materials & Supplies	\$	\$	\$	\$
7	Communications Costs	\$	\$	\$	\$
8	All Other Direct Costs	\$	\$	\$	\$
9	Total Estimated Direct Costs	\$	\$	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$	\$	\$
11	General and Administrative Costs(____%)	\$	\$	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$	\$	\$
14	Fixed Fee	\$	\$	\$	\$
15	Total Estimated Cost Including Fixed Fee	\$	\$	\$	\$